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Attorneys for Defendant

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

MICHAEL HILLIARD,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant.

No. C 06-02556 MHP (MEJ)

STIPULATION AND ORDER
 APPROVING COMPROMISE
SETTLEMENT

IT IS HEREBY STIPULATED by and between Michael Hilliard, plaintiff, and the United States of America, defendant, as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth herein.

2. The United States of America, defendant, agrees to pay to the plaintiff the sum of Seventeen Thousand Five Hundred Dollars and no cents (\$17,500.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which plaintiff or its administrators or assigns, and each of them,

1 now have or may hereafter acquire against the United States of America, its agents, servants, and
2 employees.

3 3. Plaintiff and its administrators or assigns hereby agree to accept the sum of Seventeen
4 Thousand Five Hundred Dollars and no cents (\$17,500.00), in full settlement and satisfaction of any
5 and all claims, demands, rights, and causes of action of whatever kind and nature, arising from, and
6 by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries,
7 damage to property and the consequences thereof which they may have or hereafter acquire against
8 the United States of America, its agents, servants and employees on account of the same subject
9 matter that gave rise to the above-captioned lawsuit, including any future claim for wrongful death.
10 Plaintiff and its administrators or assigns further agree to reimburse, indemnify and hold harmless the
11 United States of America, its agents, servants or employees from any and all such causes of action,
12 claims, liens, rights, additional subrogated or contribution interests incident to or resulting from
13 further litigation or the prosecution of claims by plaintiff its administrators or assigns against any
14 third party or against the United States, including claims for wrongful death.

15 4. This stipulation for compromise settlement shall not constitute an admission of liability or
16 fault on the part of the United States, its agents, servants, or employees, and is entered
17 into by both parties for the purpose of compromising disputed claims and avoiding the expenses and
18 risks of litigation.

19 5. This agreement may be pled as a full and complete defense to any subsequent action or
20 other proceeding involving any person or party which arises out of the claims released and discharged
21 by the agreement.

22 6. It is also agreed, by and among the parties, that the settlement amount of Seventeen
23 Thousand Five Hundred Dollars and no cents (\$17,500.00) represents the entire amount of the
24 compromise settlement and that the respective parties will each bear their own costs, fees, and
25 expenses and that any attorneys' fees owed by the plaintiff will be paid out of the settlement amount
26 and not in addition thereto.

27 7. It is also understood by and among the parties that, pursuant to Title 28, United States
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Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not exceed 25 percent of the amount of the compromise settlement.

8. Payment of the settlement amount will be made by a check drawn on the Treasury of the United States for Seventeen Thousand Five Hundred Dollars and no cents (\$17,500.00) and made payable to McGuinn, Hillsman & Palefsky and Michael Hilliard.

9. In consideration of this Agreement and the payment of Seventeen Thousand Five Hundred Dollars and no cents (\$17,500.00) thereunder, plaintiff agrees that upon notification that the settlement check is ready for delivery, counsel for plaintiff will deliver to defendant's counsel a fully executed Stipulation for Dismissal with prejudice of C 06-02556 MHP (MEJ), Hilliard v. United States.

10. Plaintiff hereby releases and forever discharges the United States and any and all of its past and present officials, employees, agents, attorneys, their successors and assigns, from any and all obligations, damages, liabilities, actions, causes of actions, claims and demands of any kind and nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising out of the allegations set forth in plaintiff's pleadings in this action.

11. The provisions of California Civil Code Section 1542 are set forth below:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Plaintiff having been apprised of the statutory language of Civil Code Section 1542 by his attorney, and fully understanding the same, nevertheless elects to waive the benefits of any and all rights he may have pursuant to the provision of that statute and any similar provision of federal law. Plaintiff understands that, if the facts concerning plaintiff's injury and the liability of the government for damages pertaining thereto are found hereinafter to be other than or different from the facts now believed by them to be true, this agreement shall be and remain effective notwithstanding such material difference.

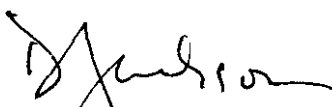
12. This instrument shall constitute the entire agreement between the parties, and it is expressly understood and agreed that the agreement has been freely and voluntarily entered into by

1 the parties hereto with the advice of counsel, who have explained the legal effect of this agreement.
2 The parties further acknowledge that no warranties or representations have been made on any subject
3 other than as set forth in this agreement. This agreement may not be altered, modified or otherwise
4 changed in any respect except by writing, duly executed by all of the parties or their authorized
5 representatives.

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7 Dated: 5-16-07



MICHAEL HILLIARD
Plaintiff

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10 Dated: 5-18-07


DEREK JACOBSON
Attorney for Plaintiff

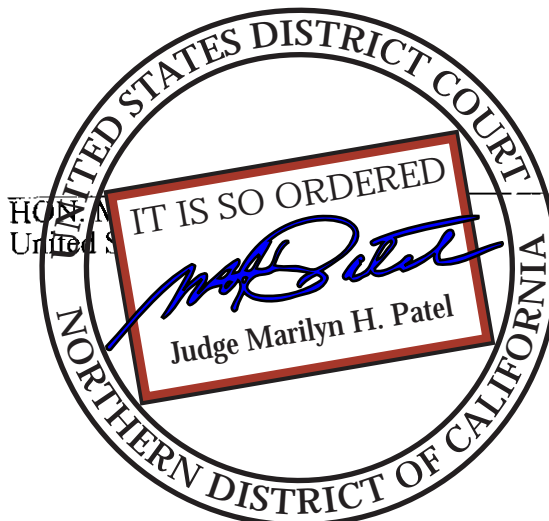
SCOTT N. SCHOOLS
United States Attorney

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14 Dated: 5-08-07


KATHERINE B. DOWLING
Assistant United States Attorney
Attorneys for Defendant

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18 APPROVED AND SO ORDERED:

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20 Dated: June 15, 2007



STIP & ORDER APPROVING
COMPROMISE SETTLEMENT
No. C 06-02556 MHP (MEJ)